

U.S. GOVERNMENT PRINTING OFFICE  
Charleston, SC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

The Coastal Connections Newsletter

as requisitioned from the U.S. Government Printing office (GPO) by the

DEPARTMENT OF COMMERCE  
NOAA Coastal Services Center  
Charleston, SC

Single Award

**CONTRACT TERM:** The term of this contract is for the period beginning Date of Award and ending September 30, 2004, plus up to four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 150-mile radius of Charleston, SC.

Any bidder intending to use production facilities outside this area should furnish information with the bid which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

Direct all concerning these specifications to Joy Mims (843)743-2036, extension 12, or E-mail [jmims@gpo.gov](mailto:jmims@gpo.gov). (No Collect Calls).

**NOTE: THIS IS A NEW PROGRAM. THERE IS NO PREVIOUS ABSTRACT.**

**Bids due by 11:00 a.m. on September 26, 2003.**

**Bids may be submitted via telephonic facsimile (FAX) machine prior to the specified time. TELEPHONE QUOTATIONS ARE NOT ACCEPTABLE. To submit a bid, bidders must execute and submit the "Schedule of Prices" (pages 11, 12, and 13).**

## **SECTION 1. – GENERAL TERMS AND CONDITIONS**

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level II.
- (b) Finishing (item related) Attributes -- Level II.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

**Specified Standards:** The specified standards for the attributes requiring them shall be:

Attribute	Specified Standard
P-7. Type Quality and Uniformity	OK'd Proof
P-9. Solid and Screen Tint Color Match	Pantone Matching System Color

**SUBCONTRACTING:** Subcontracting will not be permitted.

**OPTION TO EXTEND THE CONTRACT TERM:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

**Price adjustment period:** For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

**Price adjustment:** The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**PAYMENT:** Submit all billing to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington DC 20401.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from August 1, 2003 through July 31, 2004 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

#### REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation are applicable.

#### POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

## **SECTION 2. - SPECIFICATIONS**

**SCOPE:** These specifications cover the production of a newsletter-type publication requiring such operations as electronic prepress, film-making, proofs, printing, binding, packing and distribution.

**TITLE:** COASTAL CONNECTIONS NEWSLETTER

Although this is an option year contract, all the estimates, averages, etc. are based upon one year's production.

**FREQUENCY OF ORDERS:** Bi-monthly (Approximately 6 issues per year).

**QUANTITY:** Approximately 800 copies anticipated per order.

**NUMBER OF PAGES:** Approximately 4 pages per order.

**FINISHED SIZE:** 8-1/2 x 11".

**DISPLAY SAMPLES:** Samples comparable to those to be produced on the contract will be available for inspection by bidders at GPO Bldg. 1628, 2825 Avenue D, Charleston SC29405-1819. To arrange for inspection, contact Ms. Joy Mims (843) 743-2036, ext. 12 between the hours of 9 a.m. and 2 p.m. Monday through Friday, until the bid opening date. While these samples are representative of printing, binding, folding, and other operations required for the major part of the work to be ordered on this contract, occasional orders may include additional requirements as provided for in these specifications.

**GOVERNMENT TO FURNISH:**

Electronic Media:

Platform: Windows NT

Storage Media: CD-ROM

Software: Adobe InDesign 2, Illustrator 10, Photoshop 6

Note: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: Arial (p,b,i), Giovanni Black I (p,b,i), Giovanni Book I (p,b,i)

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

A visual of the furnished electronic files will be provided.

GPO Form 952 (Desktop Publishing – Disk Information) will be provided.

Print orders.

One facsimile copy Form 905 (R. 3/90) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in electronic files, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to contract administrator.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

The contractor shall make all revisions to the electronic files. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

**FILMS:** The contractor must make all films required.

At contractor's option, they may utilize Computer-to-Plate methods. All Quality levels must be maintained. Contractor must also supply the necessary digital deliverables and contract quality halftone dot proofs.

If the contractor does make films, they must be returned to the agency when the completed product is delivered.

The films delivered to the Government must be the final films used for printing. They must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting or any other hand or camera work.

It is anticipated that all illustrations will be an integral part of the electronic media furnished.

**PROOFS:** Contractor will furnish one (1) set of digital color proofs no later than two days after receipt of print order. The contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the copy submitted. It is understood that the proof supplied under this contract will match the final output.

Proof must be clean on white paper, free of ink smudges, with all images clearly legible. All proofs must be collated in sets, numbered sequentially, and have a one inch clear margin on all sides. Proofs must be identified with the jacket number, program number, print order number and proof date at least 1/2" from the type area. The contractor's firm name must not appear on any proofs.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

Proofs will be held no more than one workday.

The contractor **MUST NOT** print prior to receipt of an "OK to print"

**STOCK:** The stock to be used will be indicated on each print order.

The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

NOTICE: Copies of the "Government Paper Specifications Standards, No. 11," dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

STOCK: No. 1 Offset Book Smooth Finish, (basis weight: 70 lbs per 500 sheets, 25 X 38), White, equal to JCP Code A61.

INK: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) News ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat set presses is accepted when slow drying time significantly increases production costs.

PRINTING: Print head to head in black and Pantone 281 blue on all pages.

MARGINS: Center all sides.

BINDING: Trim 3 sides and fold to trim size of 8-1/2 x 11".

PACKING: Pack in shipping containers.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

LABELING AND MARKING: Reproduce shipping container label from furnished copy, fill in appropriate blanks and attach to shipping containers.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list.

A copy of the print order/specification and a signed Government-furnished certificate of selection must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers must be furnished with billing as evidence of mailing.

**DISTRIBUTION:** Deliver 550 copies f.o.b. destination to: Low Country Target Mailing, 2139 N. Boland Circle, Charleston S 29406 (843-740-1272).

Deliver 250 copies and all government furnished materials f.o.b. destination to: NOAA Coastal Services Center, 2234 S. Hobson Ave, Charleston SC 29405-2409, Attn: Donna McCaskill (843-740-1272).

All expenses incidental to the pickup and returning of furnished materials, submitting proofs, and furnishing samples must be borne by the contractor.

**RECEIPT FOR DELIVERY:** Contractor must furnish his own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers: total quantity delivered, number of cartons, and quantity per carton: date delivery made: and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's billing for payment.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO form 2511).

Furnished material must be picked up from and returned to: NOAA COASTAL SERVICES CENTER, (Attn: Donna McCaskill) 2234 S. Hobson Ave, Charleston SC 29405-2409.

**PICK-UP AND DELIVERY WILL BE DURING WORKING HOURS, 8:00 am – 4:00 pm, Monday through Friday.**

The following schedule begins upon notification of the availability of print order and furnished material.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule.

WD After

Contractor submit proofs.....	2
Contractor pick up proofs.....	1
Contractor must make complete production and delivery.....	5

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.



### **SECTION 3. – DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

- |     |     |     |
|-----|-----|-----|
| I.  | (1) | (2) |
| (a) | 24  | 192 |

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**SECTION 4. – SCHEDULE OF PRICES**

GPO Facsimile Number: (843) 743-2068

Bids due by: 11:00 a.m. on 9-26-03

BIDDERS NAME AND SIGNATURE: Fill out and return\* all the pages in "Section 4.- Schedule of Prices", initial each in the space provided.

Bidder\_\_\_\_\_

\_\_\_\_\_  
(Address) (City) (State) (Zip)

\_\_\_\_\_  
(Person to be contacted) (Telephone Number) (Date)

\*\*\*\*\*

\*You may FAX the Schedule of Prices pages; then **submit original Schedule of Prices** pages to **Charleston SPPO, 2825 Avenue D, Charleston, SC 29405, as soon as possible, for confirmation. MF: Confirmation of prices on Program 6421-S.**

**(NOTE: TELEPHONE QUOTATIONS ARE NOT ACCEPTABLE.**

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**PAYMENT TERMS:**

Discounts are offered for payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days. See Article 9 "Discounts" of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

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**THIS SECTION FOR GPO USE ONLY**

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials)

Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials)

\*\*\*\*\*

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

All billing submitted to the GPO shall be based on the most economical method of production.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

Fractional parts of 100 will be prorated at the per 100 rate.

**The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Charleston GPO. If such orders are placed by the agency, and no Modification is received from the Charleston GPO, the contractor is to notify GPO Charleston immediately. Failure to do so may result in nonpayment.**

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials (INCLUDING stock) and all operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

Makeready  
and/or Setup  
(1)

Running per  
100 copies  
(2)

(a) Per Page.....\$\_\_\_\_\_

\$\_\_\_\_\_

\_\_\_\_\_  
(Initials)

My production facilities are located within the assumed area of  
production .....yes \_\_\_\_\_no \_\_\_\_\_

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material.....\_\_\_\_\_

a. Number of hours from acceptance of print order to pickup of  
Government Furnished Material.....\_\_\_\_\_

b. Number of hours from pickup of Government Furnished Material  
to delivery at contractor's plant .....\_\_\_\_\_

2. Proposed carrier(s) for delivery of completed product\_\_\_\_\_

a. Number of hours from notification to carrier to pickup of completed  
product .....\_\_\_\_\_

b. Number of hours from pickup of completed product to delivery at  
destination .....\_\_\_\_\_

**NOTE: Contractor's complete address, Program Number and bid due date, and the word "Confirmation" should be referenced on the envelope containing confirmation of the bid.**

\_\_\_\_\_  
(Initials)